cent case to the contrary seems insupportable in that it confuses a witness's privilege with a party's rights. *People* v. *Gillette*, 39 N. Y. L. J. 1293 (N. Y., App. Div., June, 1908).

INJUNCTIONS — ACTS RESTRAINED — BALANCE OF CONVENIENCE DOCTRINE. — The defendant company constructed a system of sewage which extended on the plaintiff's land. The plaintiff prayed for an injunction to abate the nuisance caused by the discharge of sewage. *Held*, that the plaintiff is not entitled to an injunction. *Somerset Water, Light & Traction Co.* v. *Hyde*, 111 S. W. 1005 (Ky.).

The case follows numerous decisions which consider public convenience in the question of granting an injunction. *Valparaiso* v. *Hagen*, 153 Ind. 337. That this "balance of convenience" doctrine should be applicable to cases where the injury complained of is trivial seems reasonable. *Elliott* v. *Ferguson*, 103 S. W. 453 (Tex.). But its application in cases where the injury is substantial and the legal remedy admittedly inadequate seems as indefensible in principle as it is harsh in its results. The doctrine seems to rest upon two misconceptions of the extent of equitable power: the one, that the final settlement of property rights lies in a broad discretion of the chancellor and not in the clear legal and equitable rules which bind the chancellor himself; the other, that a court of equity may in effect condemn the property of an individual in the interest of the public, a power which the Constitution has placed in the legislature alone. *Sammons* v. *City of Gloversville*, 70 N. Y. Supp. 284; *Simmons* v. *Mayor, etc., of Paterson*, 60 N. J. Eq. 385. Further, the doctrine seems unwise in determining the standard of one person's right by the convenience of a particular public, or even, in its extension, by the necessities of another's business. *Lloyd* v. *Catlin Coal Co.*, 210 Ill. 460.

INJUNCTIONS — INTERFERENCE WITH CONTRACTS — TRADING STAMP BUSINESS. — The plaintiff sold non-transferable trading stamps, redeemable at its stores, to merchants, who gave them to customers as a premium upon cash purchases. The defendant, a rival concern, purchased from holders or exchanged for its own stamps large quantities of the plaintiff's stamps which they sold to brokers, redeemed in large lots, or resold to the plaintiff's subscribers at a low rate. The plaintiff prayed for an injunction restraining the defendant from such practice. *Held*, that the plaintiff is entitled to an injunction. *Sperry & Hutchinson Co.* v. *Louis Weber & Co.*, 161 Fed. 219 (Circ. Ct., N. D. Ill.). See NOTES, p. 50.

JUDGMENTS — ESSENTIALS TO VALIDITY — WAIVER BY TESTATOR OF PERSONAL SERVICE ON EXECUTOR. — A, of Michigan, agreed with B, of Massachusetts, to submit a matter in dispute to arbitration under rule of court, the award to be binding on their executors in case of death. A died before the final award, and after notice by publication on A's executors judgment was given for B. *Held*, that the judgment is not binding on A's executors in Michigan. *Brown v. Fletcher*, 210 U. S. 82.

The "full faith and credit" clause of the Constitution does not prevent the court of a state in which the judgment of a sister state is presented from impeaching it for want of jurisdiction. *Thompson* v. *Whitman*, 18 Wall. (U. S.) 457. The test of jurisdiction is to be made at the time of verdict, not at the time of the commencement of the suit. Thus, jurisdiction over a citizen of another state is lost by his death, and it cannot be revived against his foreign executor, for personal service dies with the person. *Jones* v. *Jones*, 15 Tex. 463. A contract to waive personal service on oneself is probably good. See 15 HARV. L. REV. 746. But a contract to waive personal service on one's foreign executor has no effect. For a contract waiving appearance can give no greater right than actual appearance, and if an executor voluntarily submits to the jurisdiction of a foreign court, a judgment by that court is not binding on the estate, since an executor's representative character is a qualified one and cannot be extended beyond the jurisdiction of the court which created it. *Judy* v. *Kelley*, 11 Ill. 211.

LANDLORD AND TENANT — SURRENDER BY OPERATION OF LAW — EFFECT OF INTENT OF PARTIES. — The plaintiff was *cestui que trust* under a lease to his trustee. He took a new lease for a longer term, running directly to himself. The new lease was void. *Held*, that the original lease is not surrendered by operation of law. *Zick* v. *London United Tramways, Ltd.*, [1908] 2 K. B. 126. See NOTES, p. 55.

LIBEL AND SLANDER — ACTS AND WORDS ACTIONABLE — SUIT BY CORPORATION. — The defendant said that the plaintiff, a business corporation, was "composed of a lot of fakirs, robbers, thieves, and business pirates, who are devoted to fraudulent practices, and take advantage of men when in their weakest position to extort money from them and give them absolutely nothing in return." *Held*, that the plaintiff cannot maintain an action for slander. *Hapgoods* v. *Crawford*, 125 N. Y. App. Div. 856.

For a discussion of the principles involved, see 21 HARV. L. REV. 60.

LIBEL AND SLANDER — PRIVILEGED COMMUNICATIONS — INFORMATION SUPPLIED BY COMMERCIAL AGENCY. — Communications made in good faith by a commercial agency to a subscriber who had specifically requested them, contained statements defamatory of the plaintiff's character. *Held*, that such communications are not privileged. *Macintosh* v. *Dun*, [1908] A. C. 390.

Statements, though defamatory, are privileged if made by one who has a legal or moral duty to do so, to one who is interested in the subject matter. *Rothhotz* v. *Dunkle*, 53 N. J. L. 438. So, a communication is privileged if made in answer to a proper inquiry. *Kine* v. *Sewell*, 3 M. & W. 297. The particular facts of the principal case come before the English courts for the first time, and the rule is departed from on the ground that public policy does not require protection of those who "trade in other people's character": competition, the court fears, will lead to malpractice in the collecting of information. This distinction is inconsistent with former decisions. The American courts recognize that modern business conditions demand that knowledge of the financial and personal trustworthiness of a firm be readily ascertainable, and they accordingly protect a commercial agency which has transmitted communications, confidentially and in good faith, to a customer having an interest in the subject matter. *Ormsby* v. *Douglass*, 37 N. Y. 477. Information, however, which is volunteered, such as a general report sent out to subscribers, is not privileged. *Douglass* v. *Daisley*, 114 Fed. 628.

LIMITATION OF ACTIONS — NATURE AND CONSTRUCTION OF STATUTE — WHERE AND WHEN CAUSE OF ACTION ARISES. — The defendant executed promissory notes in Kansas payable in that state. Before they became due he removed to Washington, where he remained for the statutory period. He then went to Idaho, where suit was brought. An Idaho statute provided that "when a cause of action has arisen in another state, . . . and by the laws thereof an action cannot there be maintained against a person by reason of the lapse of time, an action thereon shall not be maintained against him in this state." *Held*, that the action lies against the defendant. *West* v. *Theis*, 96 Pac. 932 (Idaho).

The result in such cases depends on the interpretation of the clause "when a cause of action has arisen." It has been held that a cause of action cannot arise in the state where a debt is payable when the debtor is not personally within the jurisdiction. *Luce* v. *Clark*, 49 Minn. 356. But the better view is that in such a case, wherever the debtor may be, a cause of action arises. *Doughty* v. *Funk*, 15 Okl. 643. Hence a cause of action arose in Kansas when the notes matured. *Lawson* v. *Tripp*, 95 Pac. 520 (Utah). It has been held that a cause of action arises whenever the courts of a state have power to adjudicate upon the particular matter involved. *Hyman* v. *McVeigh*, 10 Chi. L. N. 157 (Ill.). According to this doctrine a cause of action arose in Washington, as well as in Kansas, and being barred in Washington was barred in Idaho. But this reasoning confuses "cause arising" with "right accruing" and seems unsound. *McKee* v. *Dodd*, 93 Pac. 854 (Cal.). There-